



# Appendix A

# Standard Terms & Conditions

**3D perception, Inc.**  
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Orlando, FL 32826

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## Document Revision History

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## 1.0 Standard Terms and Conditions

### 1.1 General

- a. Any offer, made by 3D perception (“Seller”) to sell products is subject to these terms and conditions, and, unless otherwise expressly agreed by the Seller in writing, any different or additional terms and conditions proposed by the Customer (“Buyer”) are hereby objected to and rejected and shall be of no effect.
- b. Unless otherwise previously stated, offers from Seller are valid for 90 days from the date of the offer to the date of the purchase order.

### 1.2 Payment Terms

- a. Unless otherwise agreed by the Seller, payment terms are prepaid prior to shipment.

### 1.3 Shipping Terms

- a. Unless otherwise specified and agreed to prior to contract signing, prices are (Incoterms 2010):  
FCA 12605 Challenger Parkway, Suite 170, Orlando, FL 32826 USA for US-based deliveries, or  
EXW 12605 Challenger Parkway, Suite 170, Orlando, FL 32826 USA for international deliveries

### 1.4 Review and Acceptance Procedure for Non-Hardware Deliverables

- a. The Buyer will have 15 working days to review and provide comments for non-hardware deliverable submissions (documentation etc). In the event comments are not received within 15 working days from the date the deliverable is submitted, the Seller will consider the deliverable accepted and will invoice in accordance with the milestone payment schedule. All comments received within the 15-day review period will be addressed and incorporated as appropriate into the deliverable which will then be considered final.

### 1.5 Acceptance Testing Procedures (ATP)

- a. The ATP intended to be used for this program is similar to the ATPs used on standard commercial simulators. Should the Buyer require changes to the standard ATP proposed, or should changes be required due to events or circumstances that are out of 3D perception’s control, 3D perception may request an equitable adjustment in price and delivery.

### 1.6 Meetings

- a. Meetings will be documented by one of the parties with copies of such documentation or minutes submitted to the other party for review and approval. Such approval shall be evidenced by a signature of a duly authorized representative of the reviewing party affixed to the documentation and/or minutes. The minutes are due within 15 business days of each meeting.

### 1.7 Contract Changes

- a. Once final agreement has been reached on the 3D perception Proposal and included into the contract documents, changes will be subject to the submission of an ECP and may result in an equitable adjustment to price and delivery schedule. Work in support of an ECP will not commence until 3D perception receives a mutually agreed to modification, in writing, to the Contract.

### 1.8 Quality

- a. 3D perception applies quality practices to all processes and procedures associated with the production of its hardware and software. Each process is regularly assessed to improve effectiveness and ensure efficiency. 3D perception’s quality standards are to best commercial practices.

### 1.9 Configuration Management

- a. 3D perception uses our internal configuration management system to ensure that requirements are clearly communicated to 3D perception’s engineering, manufacturing, quality assurance, and purchasing functions. Changes are introduced only upon appropriate approvals and are consistent with the requirements of the contract and the agreement. Once a configured baseline is established, through review or audit, all subsequent changes to that baseline will require approval of the Buyer and be handled through the Engineering Change Proposal (ECP) process. No work will be commenced without an executed contract modification.

### 1.10 Installation

- a. Should 3D perception's installation team arrive on site on as per the program's scheduled date and the site is not ready for 3D perception to begin work, 3DP will charge Time and Material (T&M) rates, and the staff will remain on site until work can begin. If the 3DP team is directed by The Customer to return home until the site can be made ready for the installation to begin, or if the 3DP team cannot wait on site, T&M rates will be charged for the travel to and from site. The installation schedule will need to be reconfirmed based on 3DP's installation team availability with no liability to 3DP on what new dates are scheduled.
- b. 3DP works first shift, 8 to 10 hours a day, Monday through Friday. 3DP can work an abbreviated shift on Saturday and does not work on Sunday.

### 1.11 Time and Material Rates

- a. 3D perception's Time and Material (T&M) rates are published in the Proposal's Price Quote Volume.

### 1.12 Export

- a. The products quoted shall not be re-exported in contradiction with UN regulations.
- b. The products, services, technical data and/or technologies provided or disclosed in preparation of this proposal or performance of the contract contemplated by this proposal may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of State International Traffic in Arms Regulations (Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of controlled technical data (or the products thereof) to Foreign Nationals whether within, or outside, the U.S., including those employed by, or otherwise associated with, the Parties. The Parties acknowledge and agree to fully comply with all such U.S. regulations regarding export/import, re-export, or disclosure of controlled technical data, defense services, products or technologies contemplated by this proposal and any resulting contract. The Buyer acknowledges that the Buyer must obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export or re-export of the any products, services, and/or technical data being provided by the Seller under this Proposal or any subsequent Contract.

### 1.13 Country of Origin

- a. The products quoted are of Norwegian origin unless otherwise specified.

### 1.14 Documentation Language

- a. Documentation provided in support of this program will be in the English language.

### 1.15 Delivery and Risk of Loss

- a. In general, minimum of Six (6) to Ten (10) weeks lead-time after receipt of purchase order is required, and Seller shall have no liability to Buyer for late deliveries.

### 1.16 Damage from Shipping

- a. For damage or loss due to shipping of the products to the Buyer, please see shipment terms on the invoice.
- b. Any, defects in, non-conformities in, or any other claim concerning a product which could be discovered by inspection upon delivery must be reported to the delivering carrier, and in writing to Seller, promptly and in no event later than ten (10) business days after delivery.
- c. In the case of any such claim, inspection shall be promptly arranged with Seller or its authorized personnel, and where appropriate, representatives of the carrier.

### 1.17 Changes, Cancellation, and Returns

- a. Orders accepted by Seller are not subject to change or cancellation prior to delivery by the Buyer unless Seller consents in writing and the Buyer pays to Seller an amount, not to exceed 15% of the purchase price, which covers Seller's losses (including lost profit, if any) and actual costs incurred in connection with such change or cancellation.
- b. Seller may, but is not obligated to, accept returns of goods within thirty days of receipt. Any such returns (other than returns requested by Seller in connection with warranty claims) will be limited to current goods in

original cartons. Any credit issued by Seller will be for the original net purchase price of the goods less any return transportation charge paid by Seller and a restocking charge equal to 20% of the original net purchase price.

- c. Goods may not be returned to the Seller unless the Seller consents in writing and assigns a Return Authorization Number (RMA#). Any unauthorized returns or shipping containers received from the Buyer which do not bear a RMA number will be returned to the Buyer at the Buyer's expense. Return shipments must be prepaid, insured and shipped at the Buyer's expense. Ref. section 1.18

### 1.18 Procedure for Claims

- a. Any and all questions or claims concerning a product shall be made to Seller authorized personnel. In no case shall a product be returned without first securing the authority from Seller by obtaining a "Return Material Authorization Number" (RMA#) via Seller's Customer Support section of web page, [www.3d-perception.com](http://www.3d-perception.com), or by sending an email to the support department at [support@3d-perception.com](mailto:support@3d-perception.com). All products returned for warranty and regular repair shall be clearly marked with the RMA# on the outside of the packaging and sent to:

3D perception, Inc.  
12605 Challenger Pkwy, Suite 170  
Orlando, FL 32826 USA

### 1.19 Force Majeure

- a. Seller shall have no liability to the Buyer for any delay or failure in carrying out its obligations to the Buyer for reasons beyond the Seller's control, including without limitation, acts of God, war, natural disasters, labor disputes, changes in or compliance with laws, regulations or governmental policies and shortages of supplies and services. Seller may extend delivery until any such cause of delay has been removed, or at its option, cancel the undelivered portion of any order so affected without liability to the Buyer except for the return of any payment made by the Buyer to the Seller with respect to any undelivered portion of the order so cancelled.

### 1.20 Designs and Trade Secrets

- a. Any drawings, data, designs, or other technical information supplied by Seller to the Buyer in connection with the sale of any goods shall remain Seller's property and shall be held in confidence by the Buyer, and the same shall not be reproduced or disclosed to others without Seller's prior written consent.

### 1.21 Limited Warranty

- a. Seller warrants its products to be free from defects in material and workmanship during the Warranty Period under normal use when properly installed and maintained in accordance with written instructions by Seller. Failure to adhere to and/or comply with User's Manual instructions will void all associated warranty obligations.
- b. The limited warranty term (Warranty Period) is 12 months beginning on the date of delivery to the Buyer, as further described in the following text. Spare parts warranty period matches the primary system warranty, other than lamps which carry a 90-day warranty period.
- c. During the warranty period, Seller will, at its option and in its sole discretion, repair or replace defective parts, including replacement of the entire products, at no additional charge to the Buyer. All parts removed from repaired products are owned by Seller. If a product is repaired or replaced, its warranty term is not extended.
- d. All cost of returning the product for warranty repair or replacement to Seller is borne by the Buyer. All products returned must be sent "transportation and insurance pre-paid" by the Buyer.
- e. The cost of returning the product to the Buyer is borne by Seller; however, the Buyer is responsible for all transportation and insurance costs incurred in returning a product to the Seller which does not require any repair or replacement work, as determined by Seller at its sole discretion.
- f. Payment arrangements for any needed repair which is deemed to not be covered under warranty shall be agreed with the Buyer in advance of any work performed.
- g. This limited warranty does not extend to any Seller product that has been damaged as a result of accident, misuse, abuse or problems with electrical power. Nor does it extend to the use of parts not manufactured or

sold by Seller, by unauthorized modification of a product, or as a result of servicing by unauthorized personnel. This limited warranty extends only to the Buyer, and is not transferable or applicable to any other third party or user.

- h. Other warranty and liability limitations aside from this standard published warranty, Seller makes no warranty of any kind, express or implied, including without limitation, those of merchantability and of fitness for a particular purpose.
- i. Seller will not be responsible for labor charges, loss, or consequential damage of any kind or character caused by defective parts or for charges incurred in the replacement or repair of defective parts by Buyer.
- j. This warranty does not apply when damage is caused by unclean working environments which allow dust or other contaminants to be attracted to electronic and / or optical components of the system. Careless handling, including that by freight companies, and improper installation or use may void all warranties.
- k. This limited warranty shall be the exclusive remedy. Seller shall not be liable to Buyers or others for incidental, consequential, or special damages, or lost profits. Under no circumstance shall Seller's liability or Buyer's remedy for damages against Seller exceed the cost of the product.

### 1.22 Projectors

- a. Projection system arc lamps carry a warranty of 90 days or 500 hours whichever comes first. Fans and filters shall be kept clean and fully operational at all times. Failures of electronic or optical components due to inoperative fans which are allowed to not operate for extended periods of time are not covered by this limited warranty.
- b. DLP™ technology ensures a long life and consistent operation over a wide temperature range and extended use. However, during 24-7 operation (also known as continuous operation), motorized parts will wear out faster. To address this limitation and to ensure trouble free operation, Seller requires that motorized parts are replaced every 8,000 hrs. Such part replacement may be executed at the closest Seller service facility, or by a representative of a system integrator certified by Seller. It is the responsibility of the Buyer to monitor the usage time, and when the limit is due to be exceeded, to contact Seller. Furthermore, as the lamp also has a definite life expectancy, it is essential that the lamp is replaced at regular intervals, to ensure trouble free operation of the DLP™ system. Precise time for this is dependent on usage, and may be between 2,000-4,000 hrs. Failure to comply with the above requirements will render the warranty invalid.

### 1.23 Specifications

- a. Specifications from Seller or their sub-suppliers may be subject to changes and upgraded without notice. Seller retains the right to deliver the product version which is current at time of delivery.

### 1.24 Technical Advice

- a. Seller, or its authorized personnel, may furnish technical advice with reference to the use of a product, but there is no obligation to furnish such advice. If any advice or assistance is furnished, it shall be given and accepted at Buyer's risk, Seller shall not be responsible or liable for the advice or assistance given or the results thereof.

### 1.25 Non-Conformity

- a. Any other claim or action respecting the condition or conformity of a product or any other matter affecting a product must be submitted in writing to Seller promptly upon discovery and in no event later than expiration of the Warranty Period. Any part of a product which is subject of any claim shall be set aside and protected, without further processing or use, until Seller or its authorized personnel have an opportunity to inspect it and advise the Buyer of the disposition, if any to be made thereof. Failure to give timely written notice of any claim shall bar any remedy.

### 1.26 Software

- a. The Software in the product consists of software to which the Seller holds the copyright, and Sublicensed Software, software to which a third party holds the copyright and for which the Seller transfers the right of use with the permission of the right holder.
- b. Unless otherwise agreed, the Buyer may use the Software on the following terms and conditions:
  - I. The Buyer acquires the right to use the Seller's Software in the use of the product. The Buyer may transfer this right to subsequent owners of the product. the Seller retains the copyright to Seller's

Software even when it has been produced specially for the Buyer. The Buyer is entitled to make changes in the Seller's Software, which are consistent with the general purpose of the product.

Unless otherwise agreed the Seller is not obliged to provide the source code of the Seller's Software

- II. Subject to the limitations agreed between the right holder and the Seller, the Buyer acquires the right to use Sub-Licensed Software in the use of the product and to transfer this right of use to subsequent owners of the product. the Seller shall inform the Buyer by Written Notice of such limitations no later than when entering into the Contract.
- III. Unless otherwise agreed the Seller is not obliged to provide updated versions of the Software to the Buyer.

### 1.27 Licenses

- a. The Seller passes the license restrictions for all products as received from Commercial Vendors along to the end user.
- b. Software and hardware licenses from the manufacturers are provided to the end user upon delivery.
- c. Seller licenses are not set to permanent until final payment is received.

### 1.28 Miscellaneous

- a. The Buyer's rights, duties and claims under these terms and conditions may not be assigned, transferred or delegated without prior written consent of Seller in each instance.
- b. The laws of the State of Florida shall govern these terms and conditions and any contract of sales between the Seller and the Buyer.
- c. If any provision contained in these terms and conditions or any contract of sale between the Seller and the Buyer or any portion of any such provision is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be carried into effect.
- d. The headings contained in these items and conditions are for convenience only and do not in any way interpret, limit or amplify the scope, extent or intent of any of the provisions.
- e. The forgoing states Seller's entire liability accepted by Buyer in lieu of all other warranties, obligations, or liabilities expressed or implied.